

Historic, Archive Document

Do not assume content reflects current scientific knowledge, policies, or practices.

United States Department of Agriculture

FOOD, DRUG, AND INSECTICIDE ADMINISTRATION

NOTICES OF JUDGMENT UNDER THE INSECTICIDE ACT

[Given pursuant to section 4 of the insecticide act]

1166-1175

[Approved by the Secretary of Agriculture, Washington, D. C., March 14, 1930]

1166. Misbranding of Stellar deodorizer. U. S. v. 271 Tablets, et al., of Stellar Deodorizer. Default decrees of condemnation, forfeiture, and destruction. (I. & F. Nos. 1505, 1507. S. Nos. 191, 192.)

On August 1 and August 16, 1929, respectively, the United States attorney for the Eastern District of Louisiana, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district libels praying seizure and condemnation of quantities of Stellar deodorizer at New Orleans, La. It was alleged in the libels that the article consisted of tablets, that it had been shipped by the Stellar Co. (Inc.), Chicago, Ill., in part on or about April 14, 1929, and in part on or about July 26, 1929, from the State of Illinois into the State of Louisiana, and that having been so transported, it remained unsold at New Orleans, La., and that it was a misbranded insecticide and fungicide within the meaning of the insecticide act of 1910.

It was alleged in the libels that the article was misbranded in that certain statements regarding the said article, borne on the cards attached to the said tablets, to wit, "Moth Preventative Insecticide * * * evaporates slowly when exposed to the air," and "Disinfectant," purported and represented that the article when used as directed was an effective moth preventative and acted as an insecticide, and that said article was a disinfectant, whereas the article when used as directed was not an effective moth preventative, would not act as an insecticide, and was not a disinfectant.

On September 20, 1929, no claimant having appeared for the property, judgments of condemnation and forfeiture were entered, and it was ordered by the court that the product be destroyed by the United States marshal.

ARTHUR M. HYDE, *Secretary of Agriculture.*

1167. Adulteration and misbranding of Perfection cresylic disinfectant. U. S. v. C. K. Smith (Northwestern Mfg. Co.). Plea of guilty. Fine, \$5. (I. & F. No. 1496. Dom. No. 24052.)

On June 19, 1929, the United States attorney for the District of Nebraska, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against C. K. Smith, trading as the Northwestern Mfg. Co., Omaha, Nebr., alleging shipment by said defendant in violation of the insecticide act of 1910, on or about November 4, 1927, from the State of Nebraska into the State of Kansas, of a quantity of Perfection cresylic disinfectant, which was an adulterated and misbranded fungicide within the meaning of said act.

It was alleged in the information that the article was adulterated in that the statement, to wit, "Cresylic-Disinfectant Carbolic Acid Co-Efficient 5 to 7 * * * A Coal Tar Creosote Preparation," borne on the label affixed to each of the cans containing the said article, represented that the standard and quality of the article were such that it consisted of a coal-tar-creosote preparation and possessed a carbolic acid coefficient of not less than 5, whereas the strength and purity of the said article fell below the professed standard and quality under which it was sold, in that it did not consist of a coal-tar-creosote preparation, but did consist of pine-wood oil, wood phenols, soap, and water,

and did not possess a carbolic acid coefficient of 5, but did possess a carbolic acid coefficient of less than 5. Adulteration was alleged for the further reason that the statement "A Coal Tar Creosote Preparation," borne on the said label, represented that the article consisted of a coal-tar-creosote preparation, whereas it did not, but other substances, to wit, pine-wood oil and wood phenols had been substituted for the said article.

Misbranding was alleged for the reason that the statements, to wit, "Cre-sylic Disinfectant Carbolic Acid Co-Efficient 5 to 7 * * * A Coal Tar Creosote Preparation" and "Should be used for * * * all places where a disinfectant * * * is needed. Directions. Use one part Disinfectant to 75 parts water," borne on the said label, were false and misleading, and by reason of the said statements the article was labeled so as to deceive and mislead the purchaser in that they represented that the said article consisted of a coal-tar-creosote preparation and possessed a carbolic acid coefficient of not less than 5, and would be effective in all places where a disinfectant is needed, and when used as directed would be an effective disinfectant; whereas the said article did not consist of a coal-tar-creosote preparation but did consist of pine-wood oil, wood phenols, soap, and water, and it did not possess a carbolic acid coefficient of 5, but did possess a carbolic acid coefficient of less than 5, to wit, 1.1, it would not be effective in all places where a disinfectant is needed, and when used as directed would not be an effective disinfectant.

On July 16, 1929, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$5.

ARTHUR M. HYDE, *Secretary of Agriculture.*

1168. Misbranding of Eureka lice killer. U. S. v. Edwin C. Singers (Eureka Mfg. Co.). Plea of guilty. Fine, \$75. (I. & F. No. 1494. Dom. No. 24314.)

On March 11, 1929, the United States attorney for the Eastern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Edwin C. Singers, a member of a partnership trading as the Eureka Mfg. Co., East St. Louis, Mo., alleging shipment by said defendant in violation of the insecticide act of 1910, on or about November 29, 1927, from the State of Illinois into the State of Missouri, of a quantity of Eureka lice killer, which was a misbranded insecticide within the meaning of said act.

It was alleged in the information that the article was misbranded in that the statements, to wit, "Lice * * * Is the primary cause of all diseases of poultry," "Will remove lice from horses, hogs, sheep, cattle," and "Eureka Lice Killer The Greatest Insect Destroyer on Earth * * * Eureka Lice Killer will protect you from lice and mites * * * Eureka Lice Killer is a positive and certain remedy for mites, chiggers, lice, bed bugs, ants, etc. This preparation is guaranteed to do all that is claimed for it on this wrapper. * * * Directions. Mix one-fourth the contents of this package to one quart of coal oil and paint the perches of the hen house. Also paint all of the inside of the hen house, being sure to get it in all the cracks, and paint the inside of the laying boxes before putting in the straw. For hens with little chicks, moisten feathers under side of wings of the mother hen, and when she hovers the brood mites will leave little chicks. To keep mites out of the setting nest, apply the remedy to straw in bottom of nest * * * It requires a steady fight to keep lice and mites away, but Eureka Lice Killer makes the task easy. * * * Will positively exterminate all kinds of Lice, Mites and insects, and will protect Poultry from this great Plague. More chickens are killed by Lice and Mites than by all other causes put together. * * * A very little dusted on house plants will remove all kinds of insects." borne on the label affixed to the cartons containing the said article, were false and misleading; and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser in that they represented that the said article when used as directed would have a prophylactic value against all diseases of poultry, would remove lice from horses, hogs, sheep, and cattle, that the said article was the greatest insect destroyer on earth and when used as directed would be an effective remedy against lice, mites, chiggers, bedbugs, ants, and all other insects, would be an effective remedy against all kinds of insects on house plants, and would do all that was claimed for it on the wrapper, whereas the said article when used as directed would not have a prophylactic value against all diseases of poultry,

would not remove lice from horses, hogs, sheep, and cattle, was not the greatest insect destroyer on earth, and when used as directed would not be an effective remedy against lice, mites, chiggers, bedbugs, ants, and all other insects, would not be an effective remedy against all kinds of insects on house plants, and would not do all that was claimed for it on the wrapper.

Misbranding was alleged for the further reason that the article consisted completely of inert substances or ingredients, that is to say, substances that do not prevent, destroy, repel, or mitigate insects when used in the manner and form as directed, and the name and percentage amount of each and every inert substance or ingredient so present therein were not stated plainly and correctly on the label affixed to the cartons containing the said article.

On March 28, 1929, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$75.

ARTHUR M. HYDE, *Secretary of Agriculture.*

1169. Adulteration and misbranding of granular sodium cyanide and granular potassium cyanide. U. S. v. Philip M. Caul & Co. Plea of guilty. Fine, \$25 and costs. (I. & F. No. 1488. Dom. Nos. 23554, 23817, 24003, 24085.)

On October 29, 1928, the United States attorney for the Northern District of Ohio, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Philip M. Caul & Co., a corporation, Cleveland, Ohio, alleging shipment by said company, in violation of the insecticide act of 1910, in various consignments, on or about March 22, March 23, March 25, November 15, and December 5, 1927, respectively, from the State of Ohio, in part into the State of Missouri, and in part into the State of New York, of quantities of granular sodium cyanide and granular potassium cyanide, which were adulterated and misbranded insecticides within the meaning of the said act.

Adulteration was alleged in the information with respect to the said granular sodium cyanide for the reason that the statements, to wit, "Sodium Cyanide, 96-98% Inert Ingredient, 4-2%," borne on the label affixed to each of the cans containing the article, represented that it contained sodium cyanide in the proportion of not less than 96 per cent and contained inert ingredients, that is to say, substances that do not prevent, destroy, repel, or mitigate insects, in the proportion of not more than 4 per cent, whereas the strength and purity of the article fell below the professed standard and quality under which it was sold in that it contained sodium cyanide in a proportion less than 96 per cent and contained inert ingredients in a proportion greater than 4 per cent.

Misbranding of the said granular sodium cyanide was alleged for the reason that the statements, to wit, "Sodium Cyanide 96-98%, Inert Ingredients 4-2%," borne on the label, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser in that said statements purported and represented that said article did contain sodium cyanide in the proportion of not less than 96 per cent and did contain inert ingredients in the proportion of not more than 4 per cent, whereas the article contained less than 96 per cent of sodium cyanide and more than 4 per cent of inert ingredients.

Adulteration was alleged with respect to a portion of the granular potassium cyanide for the reason that the statement, to wit, "KCN 99.99+," borne on the label, represented that the standard and quality of the article were such that it contained potassium cyanide in the proportion of not less than 99.99 per cent, whereas the strength and purity of the article fell below the professed standard and quality under which it was sold in that it contained less than 99.99 per cent of potassium cyanide.

Adulteration was alleged with respect to the remainder of the said granular potassium cyanide for the reason that the statement, to wit, "Potassium Cyanide," borne on the label, represented that the standard and quality of the article were such that it consisted of potassium cyanide, whereas the strength and purity of the article fell below the professed standard and quality under which it was sold, in that it did not consist of potassium cyanide, but did consist of potassium cyanide, sodium cyanide, sodium chloride, sodium carbonate, and other impurities; and for the further reason that the statement, to wit, "Potassium Cyanide," represented that the article consisted of potassium cyanide, whereas other substances, to wit, sodium cyanide, sodium chloride, and sodium carbonate had been substituted in part for the said article.

Misbranding was alleged with respect to a portion of the granular potassium cyanide for the reason that the statement, "KCN 99.99+," borne on the label, was false and misleading, and by reason of the said statement the article was labeled and branded so as to deceive and mislead the purchaser in that it represented that the article contained potassium cyanide in the proportion of not less than 99.99 per cent, whereas it contained less than 99.99 per cent of potassium cyanide.

Misbranding was alleged with respect to the remainder of the said granular potassium cyanide for the reason that the statements, to wit, "Potassium Cyanide" and "Active Potassium Cyanide 51, Sodium Cyanide 24, Inactive Sodium Chloride 25," borne on the label, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser in that they represented that the article consisted of potassium cyanide, and contained as active ingredients, potassium cyanide in the proportion of 51 per cent, and sodium cyanide in the proportion of 24 per cent, and contained as an inactive ingredient, sodium chloride in the proportion of 25 per cent; whereas the article did not consist of potassium cyanide, but did consist of a mixture of potassium cyanide, sodium cyanide, sodium chloride, sodium carbonate, and other impurities, and contained more than 51 per cent of potassium cyanide, less than 24 per cent of sodium cyanide, and contained inert ingredients other than sodium chloride, to wit, sodium carbonate and other impurities.

Misbranding was alleged with respect to all lots of granular potassium cyanide for the further reason that it consisted partially of inert substances, namely, with respect to a portion of the article, substances other than potassium cyanide, and with respect to the remainder thereof, substances other than potassium cyanide and sodium cyanide, that is to say, substances that do not prevent, destroy, repel, or mitigate insects, and the name and percentage amount of each and every one of the said inert substances or ingredients so present in the article were not stated plainly and correctly on the label affixed to the cans containing the article, nor, in lieu thereof, were the names and percentage amounts of each and every substance or ingredient of the article having insecticidal properties and the total percentage of the inert substances or ingredients so present in the said article stated plainly and correctly on the said labels.

On February 11, 1929, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$25 and costs.

ARTHUR M. HYDE, *Secretary of Agriculture.*

1170. Adulteration and misbranding of Sanitar. U. S. v. Independent Coal Tar Co. Plea of nolo contendere. Fine, \$25. (I. & F. No. 1491. Dom. No. 22752.)

On December 27, 1928, the United States attorney for the District of Massachusetts, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Independent Coal Tar Co., a corporation, Boston, Mass., alleging shipment by said company in violation of the insecticide act of 1910, on or about July 12, 1927, from the State of Massachusetts into the State of Rhode Island, of a quantity of Sanitar, which was an adulterated and misbranded insecticide and fungicide within the meaning of said act.

It was alleged in the information that the article was adulterated in that the statements, to wit, "Inert material 10% Water," borne on the label affixed to the can containing the article, represented that its standard and quality were such that it contained inert material, to wit, water, in the proportion of not more than 10 per cent, whereas the strength and purity of the article fell below the professed standard and quality under which it was sold, in that it contained water in a proportion much greater than 10 per cent.

Misbranding was alleged for the reason that the statements, "Inert material 10% Water," "Coefficient Two," "Disinfectant—To prevent the spreading of contagious diseases all garbage depositories, sinks, closets, cuspidors, and the like should be frequently cleaned or sprayed with a solution of Sanitar. One tablespoonful to one quart of water. Cleansing—For floors, woodwork, sinks, closets, etc., Sanitar enables you to do the work easily, quickly, effectively. One tablespoonful to a pail of water. Sores, cuts, bruises—Swab with a solution of Sanitar, using cotton or clean white cloth. One teaspoonful to one

quart of water," and "The Fly Pest—Spray the breeding places of flies and insects occasionally with Sanitar. One tablespoonful to a pail of water," borne on the said label, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser in that they represented that the article contained inert material, to wit, water, in the proportion of not more than 10 per cent, that it possessed the coefficient of 2 and that the said article, when used as directed, would prevent the spreading of disease, would act as an effective cleansing agent, would disinfect sores, cuts and bruises, and would act as an effective remedy against flies and all other insects, whereas the said article contained water in a proportion much greater than 10 per cent, it did not possess a coefficient of 2, but did possess a coefficient much less than 2, and the said article when used as directed would not prevent the spreading of disease, would not act as an effective cleansing agent, would not disinfect sores, cuts, and bruises, and would not be an effective remedy against flies and all other insects.

Misbranding was alleged for the further reason that the article consisted partially of an inert substance or ingredient, to wit, water, that is to say, a substance that does not prevent, destroy, repel, or mitigate insects or fungi, and the name and percentage amount of the said inert substance so present therein were not stated plainly and correctly on the label affixed to the can containing the said article, nor, in lieu thereof, were the names and percentage amounts of each and every substance or ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the inert substance or ingredients so present in the article stated plainly and correctly on the said label.

On January 14, 1929, a plea of nolo contendere to the information was entered on behalf of the defendant company, and the court imposed a fine of \$25.

ARTHUR M. HYDE, *Secretary of Agriculture*.

1171. Adulteration and misbranding of Acme chlorinated lime. U. S. v. 49 Cases of Acme Chlorinated Lime. Default decree of condemnation, forfeiture, and destruction. (I. & F. No. 1499. S. No. 187.)

On or about May 18, 1929, the United States attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 49 cases of Acme chlorinated lime. It was alleged in the libel that the article had been shipped on or about March 22, 1929, by B. T. Babbitt (Inc.), Albany, N. Y., from the State of New York into the State of New Jersey, and that having been so transported it remained unsold in the original unbroken packages at North Bergen, N. J., and that it was an adulterated and misbranded insecticide and fungicide within the meaning of the insecticide act of 1910.

It was alleged in the libel that the article was adulterated in that the statements, borne on the label affixed to the cans containing the said article, to wit, "Available Chlorine not less than 24%, Inert Ingredients not more than 76%," represented that the article contained available chlorine in the proportion of not less than 24 per cent, and contained inert ingredients, namely, substances that do not prevent, destroy, repel, or mitigate insects or fungi, in the proportion of not more than 76 per cent, whereas the strength and purity of the article fell below the professed standard and quality under which it was sold, in that it contained less than 24 per cent of available chlorine, and more than 76 per cent of inert ingredients.

Misbranding was alleged for the reason that the statements, to wit, "Available Chlorine not less than 24%, Inert Ingredients not more than 76%," borne on the labels of the said cans, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser in that they represented that the article contained available chlorine in the proportion of not less than 24 per cent and contained inert ingredients in the proportion of not more than 76 per cent, whereas the article contained less than 24 per cent of available chlorine and more than 76 per cent of inert ingredients.

On July 15, 1929, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be destroyed by the United States marshal.

ARTHUR M. HYDE, *Secretary of Agriculture*.

1172. Misbranding of Apex moth cake. U. S. v. 4 Gross of Apex Moth Cake. Default decree of condemnation, forfeiture, and destruction. (I. & F. No. 1510. S. No. 195.)

On October 8, 1929, the United States attorney for the Eastern District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 4 gross of Apex moth cake. It was alleged in the libel that the article had been shipped on or about August 5, 1929, and September 18, 1929, respectively, by the Apex Products Corporation, Chicago, Ill., from the State of Illinois into the State of Pennsylvania, and that having been so transported, it remained unsold in the original unbroken packages at Philadelphia, Pa., and that it was a misbranded insecticide within the meaning of the insecticide act of 1910.

It was alleged in the libel that the article was misbranded in that the statements, to wit, "Apex Moth Cake—Direction: Tear off airtight wrapper over front by drawing pin point or other sharp edge around inside of front rim, and place cake where moth protection is desired. In closets, hang high, above garments, and keep door closed as much as possible. In large closets or rooms, or if stronger fumes are desired, remove front entirely. Clothes that have been subjected to 'Apex' vapors can be worn immediately as 'Apex' leaves no odor. Apex moth cake evaporates slowly in air, giving off a heavy invisible vapor that kills and repels all stages of moth life. It purifies. Apex Moth Cake will give continuous protection for several months, depending on size of closet, temperature, ventilation, etc. When entirely evaporated replace at once with a new Apex Moth cake—Particularly suited for clothes closets, lockers, chests, trunks, drawers, etc. * * * Apex Moth Cake rids your clothes and home of moths," borne on the label affixed to each of the cakes of the said article, and the statement, to wit, "Apex Moth Cake The Sure and Easy Way to kill moths," borne on the label affixed to the cartons containing the said cakes, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser in that they represented that the article when used as directed would be an effective control for moths in large closets and rooms, would kill and repel all stages of moth life, would purify, would be an effective control for moths in all clothes closets and lockers, and would be an effective control for moths under all conditions, whereas the said article when used as directed would not be effective for the said purposes.

On December 10, 1929, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be destroyed by the United States marshal.

ARTHUR M. HYDE, *Secretary of Agriculture.*

1173. Adulteration and misbranding of Acme bean beetle dust. U. S. v. 35 Cans of Acme Bean Beetle Dust. Default decree of condemnation, forfeiture, and destruction. (I. & F. No. 1508. S. No. 193.)

On or about August 22, 1929, the United States attorney for the Northern District of Ohio, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 35 cans of Acme bean beetle dust. It was alleged in the libel that the article had been shipped on or about June 26, 1929, by the Acme White Lead & Color Works, Pittsburgh, Pa., and that having been so transported, it remained unsold in the original unbroken packages at East Liverpool, Ohio, and that it was an adulterated and misbranded insecticide within the meaning of the insecticide act of 1910.

It was alleged in the libel that the article was adulterated in that the statement, to wit, "Arsenic in water soluble form (expressed as percentum of Metallic Arsenic) not more than 0.2%," borne on the label affixed to the cans containing the said article, represented that its standard and quality were such that it contained arsenic in water-soluble form expressed as per centum of metallic arsenic in the proportion of not more than 0.2 per cent, whereas the strength and purity of the article fell below the professed standard and quality under which it was sold, in that it contained water-soluble arsenic expressed as per centum of metallic arsenic in a proportion greater than 0.2 per cent. Adulteration was alleged for the further reason that the article was intended for use on vegetation and contained a substance, to wit, water-soluble arsenic, which said article when used on vegetation as intended and directed would be injurious to such vegetation.

Misbranding was alleged for the reason that the statement, to wit, "Arsenic in water soluble form (expressed as percentum of Metallic Arsenic) not more than 0.2%," borne on the said label, was false and misleading, and by reason of the said statement the article was labeled and branded so as to deceive and mislead the purchaser in that it represented that the said article contained arsenic in water-soluble form (expressed as per centum of metallic arsenic) in the proportion of not more than 0.2 per cent, whereas it contained arsenic in water-soluble form (expressed as per centum of metallic arsenic) in a proportion greater than 0.2 per cent.

On November 21, 1929, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be destroyed by the United States marshal.

ARTHUR M. HYDE, *Secretary of Agriculture*.

1174. Misbranding of Pinol. U. S. v. Marrinan Medical Supply (Inc.). Plea of guilty. Fine, \$75 and costs. (I. & F. No. 1443. Dom. No. 21681.)

On September 4, 1928, the United States attorney for the District of Minnesota, acting upon a report of the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Marrinan Medical Supply (Inc.), St. Paul, Minn., alleging shipment by said company in violation of the insecticide act of 1910, on or about February 8, 1926, from the State of Minnesota into the State of South Dakota, of a quantity of Pinol, which was a misbranded fungicide within the meaning of said act.

It was alleged in the information that the article was misbranded in that the following statements, "This preparation has an extremely wide range of usefulness as a general antiseptic and disinfectant. May be used * * * as a general disinfectant," "May be used for disinfecting surgical instruments," "May be used * * * as a lotion for wounds, retarding bacterial infection and stimulating repair," "Directions. As a healing agent—Apply Pinol diluted to 2% with water to cut or abrasion," "As a douche—Add teaspoonful to each quart of water and see that it is thoroughly mixed," borne on the label affixed to the can and carton containing the said article, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser in that they represented that the said article had a wide range of usefulness as a general antiseptic and disinfectant, and was an effective disinfectant under all conditions, would disinfect surgical instruments under all conditions; and that the said article when used as directed would disinfect wounds and retard the growth of bacteria, and would be an effective disinfectant under all conditions, whereas the said article would not have a wide range of usefulness as a general antiseptic and disinfectant, and was not an effective disinfectant under all conditions, it would not disinfect surgical instruments under all conditions, and when used as directed, would not disinfect wounds or retard the growth of bacteria, and would not be an effective disinfectant under all conditions.

Misbranding was alleged for the further reason that the article consisted partially of an inert substance, to wit, water, a substance that does not prevent, destroy, repel, or mitigate fungi, and the name and percentage amount of the said inert substance so present in the article were not stated plainly and correctly, or at all, on the label affixed to the can or the carton containing the said article, nor, in lieu thereof, were the name and percentage amount of each and every substance or ingredient of the article having fungicidal properties and the total percentage of the inert substance so present therein stated plainly and correctly, or at all, on the said label.

At the general term, 1929, of the United States District Court, District of Minnesota, Third Division, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$75 and costs.

ARTHUR M. HYDE, *Secretary of Agriculture*.

1175. Adulteration and misbranding of Kalosecta No. 1. U. S. v. M. C. Reed and Carl Reed (M. C. Reed & Son). Pleas of nolo contendere. Fine, \$5. (I. & F. No. 1481. Dom. No. 22156.)

On July 6, 1928, the United States attorney for the Western District of Missouri, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against M. C. Reed and Carl Reed, a partnership trading as M. C. Reed & Son, Carthage, Mo., alleging shipment by said defendants, in violation of the in-

secticide act of 1910, on or about March 5, 1927, from the State of Missouri into the State of Illinois, of a quantity of Kalosecta No. 1, which was an adulterated and misbranded insecticide within the meaning of said act.

It was alleged in the information that the article was adulterated in that the statements, to wit, "Sodium Hydroxide 1.52% * * * Inert Ingredients 88.73%," borne on the label affixed to the cans containing the said article, represented that its standard and quality were such that it contained sodium hydroxide in the proportion of not less than 1.52 per cent and contained inert ingredients, that is to say, substances that do not prevent, destroy, repel, or mitigate insects, in the proportion of not more than 88.73 per cent, whereas the strength and purity of the article fell below the professed standard and quality under which it was sold in that it contained no sodium hydroxide, and contained more than 88.73 per cent of inert ingredients.

Misbranding was alleged for the reason that the statements to wit, "Sodium Hydroxide 1.52% * * * Inert Ingredients 88.73%," and "Save the Roots Reed's Kalosecta A Soil Insecticide And You Save The Life, Kalosecta No. 1. For Tree Insects Healthy Roots Free From Insects Insures A Healthy Tree * * * Reed's Kalosecta is a soil insecticide for destroying insects in the soil and around the roots. * * * Insect Infested Roots Leaves Turn Brown And Fall Prematurely—Eventually Causes Death," borne on the can label, and the statements, to wit, "Fruit and Shade Trees, shrubs and woody vines often have aphids or larval pests devouring or poisoning the sap at the soil line. Reed's Kalosecta is the remedy. * * * Thereupon immediately moisture will start slow chemical reactions destroying insect life and invigorating the tree, shrub or woody vine. * * * If borers at the soil line do not yield to the first application repeat the treatment a few times once every 3 or 4 months," borne on the circulars inclosed and shipped with the article, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser in that they represented that the article contained sodium hydroxide in the proportion of not less than 1.52 per cent and contained inert ingredients in the proportion of not more than 88.73 per cent, and that the said article when used as directed would be an effective remedy against all insects that infest the roots of trees, would destroy all insect life, and would be an effective remedy against aphids, all larval pests, and all borers that infest or attack trees, shrubs, and vines at the soil line, whereas the said article contained no sodium hydroxide, it contained more than 88.73 per cent of inert ingredients, and the said article when used as directed would not be an effective remedy against all insects that infest the roots of trees, would not destroy all insect life, and would not be an effective remedy against aphids, all larval pests, and all borers that infest or attack trees, shrubs, and vines at the soil line.

Misbranding was alleged for the further reason that the statement, to wit, "Net Weight 1 Lb.," borne on the can label, represented that each of said cans contained 1 pound of the article, whereas the contents of the cans were not correctly stated on the outside thereof, in that each of said cans contained less than 1 pound of the article.

Misbranding was alleged for the further reason that the article consisted partially of inert substances or ingredients, to wit, substances other than nicotine and sulphur, that is to say, substances that do not prevent, destroy, repel, or mitigate insects, and the name and percentage amount of each and every one of the said inert substances or ingredients so present in the article were not stated plainly and correctly on the label affixed to each of the cans containing the said article, nor, in lieu thereof, were the name and percentage amount of each and every substance or ingredient of the article having insecticidal properties and the total percentage of the inert substances or ingredients so present in the article stated plainly and correctly on the said label.

On January 14, 1929, the defendants entered pleas of nolo contendere to the information, and the court imposed a fine of \$5.

ARTHUR M. HYDE, *Secretary of Agriculture.*

INDEX TO NOTICES OF JUDGMENT 1166-1175

Acme bean beetle dust:	N. J. No.	Eureka lice killer:	N. J. No.
Acme White Lead & Color Works.....	1173	Eureka Mfg. Co.....	1168
Acme chlorinated lime:		Kalosecta No. 1:	
Babbitt, B. T.....	1171	Reed, M. C., & Son.....	1175
Apex moth cake:		Lice killer, Eureka:	
Apex Products Corporation.....	1172	Eureka Mfg. Co.....	1168
Bean beetle dust:		Moth cake:	
Acme White Lead & Color Works.....	1173	Apex Products Corporation.....	1172
Chlorinated lime:		Perfection cresylic disinfectant:	
Babbitt, B. T.....	1171	Northwestern Mfg. Co.....	1167
Cresylic disinfectant:		Pinol:	
Northwestern Mfg. Co.....	1167	Marrinan Medical Supply (Inc.)	1174
Cyanide, potassium:		Potassium cyanide:	
Caul, P. M., & Co.....	1169	Caul, P. M., & Co.....	1169
sodium:		Sanitar:	
Caul, P. M., & Co.....	1169	Independent Coal Tar Co.....	1170
Disinfectant, Perfection cresylic:		Sodium cyanide:	
Northwestern Mfg. Co.....	1167	Caul, P. M., & Co.....	1169
Deodorizer:		Stellar deodorizer:	
Stellar Co.....	1166	Stellar Co.....	1166

